

ITEL
CORPORATION
TRANSPORTATION SERVICES GROUP

RECORDATION NO. *8658-D* Filed & Recorded

JUN 27 1978 - 8 42 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED
JUN 27 8 42 AM '78
I.C.C.
FEE OPERATION BR.

June 19, 1978

Hon. H. G. Homme
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

John A. Angers

Enclosed for filing with and recording by the Interstate Commerce Commission are six counterparts of Equipment Schedule No. 3 to that certain Lease Agreement dated as of October 18, 1976 between Clarendon and Pittsford Railroad Co., 267 Battery Street, Burlington, Vermont, 05401, and Itel Corporation, acting through its Rail Division, successor in interest to SSI Rail Corp., Two Embarcadero Center, San Francisco, California, 94111. The foregoing lease agreement was filed with the Interstate Commerce Commission on January 12, 1977 at 1:45 p.m. and assigned recordation number 8658. The attached Equipment Schedule covers cars numbered CLP 3161 through 3260, inclusive, which cars bear the identifying marks: "Owned by a Bank or Trust Company under a Security Agreement filed under the Interstate Commerce Act, Section 20c".

Also enclosed is this company's check in the sum of \$10, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing Equipment Schedule.

Please return all additional copies of the enclosed counterparts not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan and Worcester, who will be delivering this letter on our behalf.

Very truly yours,

Martin D. Goodman
Martin D. Goodman
Vice President-Legal Services

MDG:md
Enc.

8-178A020

NO
JUN 27 1978

Date

Fee \$ *10-*

CC Washington, D. C

(1 David Schwartz)

TWO EMBARCADERO CENTER • SAN FRANCISCO, CALIFORNIA 94111 • (415) 983-0123

SSI RAIL

SSI NAVIGATION

SSI CONTAINER

Interstate Commerce Commission
Washington, D.C. 20423

6/27/78

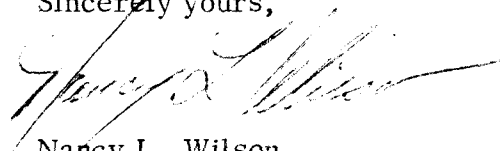
OFFICE OF THE SECRETARY

Martin D. Goodman
Itel Corp. Rail Division
Two Embarcadero Center
San Francisco, Calif. 94111

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **6/27/78** at **10:50am**,
and assigned recordation number(s) **8658-D & 9460**

Sincerely yours,



Nancy L. Wilson
Acting Secretary

Enclosure(s)

3
EQUIPMENT SCHEDULE No.

Itel Corporation, Rail Division hereby leases the following Cars to Clarendon & Pittsford ..
Railroad Company..... subject to the terms and conditions of that certain Lease Agreement dated
as of ..October 18....., 1976..

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	50' cushioned underframed boxcars w/10" end-of-car cushioning	CLP 3161- CLP 3260	50' 6"	9' 6"	11' 1"	10'	100

Section 6A(i) is hereby amended by deleting the words "90 per cent" and in lieu thereof inserting the words "80 per cent."

Section 6A (ii) is hereby amended by deleting such section in its entirety and substituting, in lieu thereof the following:

6A
(ii) In the event that utilization exceeds 80 per cent but not more than 90 per cent in any calendar year, Itel Rail shall receive an amount equal to the Itel Rail Base Rental plus an amount equal to one half of the revenues earned in excess of Itel Rail Base Rental up to a utilization of 90 per cent. For the purpose hereof, Itel Rail Base Rental shall be an amount equal to the total Payments for the calendar year multiplied by a fraction, the numerator of which is 80 per cent and the denominator of which is the utilization for such calendar year. (The above determination of Itel Rail Base Rental, insures that Lessee will, if utilization is greater than 80 per cent in any calendar year, receive one half of all payments made by other railroads for use of handling of the cars in excess of the Itel Rail Base Rental up to utilization of 90 per cent and all the payments made by other railroads for use or handling of the boxcars for utilization greater than 90 per cent.)

RECORDATION NO. 8658-12 Filed & Recorded

JUN 27 1978 -8 52 AM

NATIONAL COMMERCE COMMISSION

ITEL CORPORATION, RAIL DIVISION

BY: [Signature]

TITLE: President

DATE: June 8, 1978

ES-1/78

Clarendon and Pittsford Railroad Company

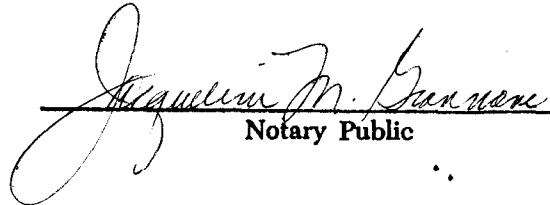
BY: [Signature]

TITLE: President

DATE: May 31, 1978

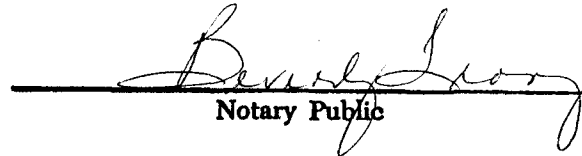
STATE OF Vermont }
COUNTY OF Chittenden }

On this 31st day of May, 1978., before me personally appeared H.T. Filskov, to me personally known, who being by me duly sworn says that such person is President of The Clarendon & Pittsford Railroad Co., that the foregoing Equipment Schedule No. was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

STATE OF California }
COUNTY OF SAN FRANCISCO }

On this 14 day of June, 1978, before me personally appeared Joseph M. Costello, Jr. to me personally known, who being by me duly sworn says that such person is President of ITEL Corporation, Rail Division, that the foregoing Equipment Schedule No. 3... was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.


Notary Public

